

Leisure Home Insurance

This document explains cover provided by Your Insurance Policy



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Important Information

This Policy of insurance is arranged by One Commercial Ltd on behalf of QuoteMonkey Ltd

One Commercial Ltd and QuoteMonkey Ltd are authorised and regulated by the Financial Conduct Authority.

We will pay for any loss, damage, injury, costs or liability described in this Policy arising from events happening during any period of insurance for which **You** have paid and **We** have accepted the premium.

The application and declaration signed by **You** or the statement of fact are incorporated into this insurance contract.

This Policy should be read together with the schedule and any endorsements. The schedule and any endorsements are all part of the Policy. **Your** Policy is evidence of the contract of insurance.

Identity of Insurers:

Your policy is underwritten by

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Complaints

It is always **Our** intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. **You** can complain by us (as per the contact details below) quoting **Your** Policy and/or Claim number. **We** will investigate **Your** concerns and provide a response as soon as possible.

For details of how to complain, please visit our website:

www.quotemonkey.co.uk/make-a-complaint

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower London E14 9SRR

Telephone: 0800 0234567 (for landline Users) Telephone: 0300 1239123 (for mobile Users)

Email: complaint.info@financial-

ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Compensation Scheme

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Fair Processing

How We Use Your Information

Quote Monkey Ltd, One Commercial Ltd (OC) and Accelerant Insurance Europe SA are the joint data controllers of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used by Quote Monkey Limited and your rights in relation to your information please see our Privacy Policy –

http://www.guotemonkey.co.uk/privacy-policy

For further information on how your information is used by OC and your rights in relation to your information, please see their Privacy Policy –

https://www.onecommercial.co.uk/privacypolicy

For further information on how your information is used by Accelerant and your rights in relation to your information, please see their Privacy Policy –

https://accelins.com/privacy-notice/

If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

 Product providers where you've opted to buy additional cover We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as "sensitive personal information", We must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including sensitive personal information.

How We share Your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf

- Other insurers, business partners and agents
- Other companies within the Quote Monkey group

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating

Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you object to an automated decision, we may not be able to offer you an insurance quotation or renewal.

International Transfers

Under data protection law, when personal information is being transferred outside the European Economic Area (EEA), we as data controller, are under an obligation to ensure that such transfers are performed in a manner that ensures that your personal information is adequately protected.

How to Contact Us

Please drop us an email at admin@quotemonkey.co.uk if you have any questions about our privacy policy or the information we hold about you.

How to Use Your Policy

This is **Your** Policy containing details of the cover **You** have bought. **We** have made every effort to make the Policy details as clear as possible. Please read **Your** Policy carefully and if **You** have any queries **We** will be pleased to help **You**.

You have the right to a 14 day cooling off period if **You** feel the Policy does not meet **Your** requirements. Please refer to Cancelling the Policy on page 12.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, **You** are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see page 4 for details.

What Cover is Included?

The Policy is divided into a number of sections, each section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your** schedule which is enclosed with the Policy.

Your schedule also tells **You** how much **You** are insured for.

How much to insure for?

It is up to **You** to make sure that the amount **You** insure for represents the full value of the property concerned. For **Buildings**, this means the full cost of rebuilding **Your** property including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of local authorities. **Contents**, **Valuables** and **Personal belongings** this means the full cost of replacing all the property as new.

Remember, if You underinsure any claims payment may be reduced and Your Policy could become invalid.

Misrepresentation

You are required to make a fair presentation of the risk to **Us**.

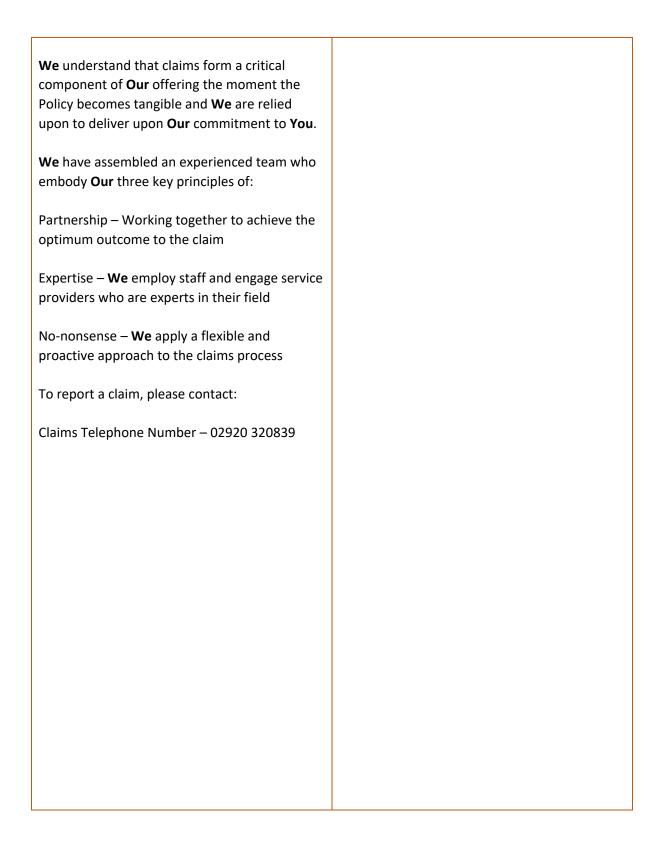
If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the Policy as void and are not required to return any paid premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

- We may regard the Policy as void if We would not have entered into the Policy on any terms in the absence of the breach. In this case We must return the premium paid.
- 2) If We would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if We so require.
- 3) If We would have entered into the Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Remember, failure to notify Us of any change may affect any claim You make.

How to make a Claim



Policy Definitions

Each time the following words or phrases appear in bold in this Policy they will have the meaning shown below, unless specifically defined under the individual policy section.

Accidental damage

Means unexpected and unintended damage caused by sudden and external means.

Buildings

Means the **Home** including garages and outbuildings used only for domestic purposes and home office use and the following provided they are within the boundaries of the land belonging to the home:

- (i) Permanent fixtures and fittings including statues and fountains.
- (ii) Hot tubs permanently fixed into the ground.
- (iii) Wind turbines and solar panels fixed to the buildings or fixed into the ground.
- (iv) Paths, drives, terraces, patios, walls, fences, hedges and gates.

Business equipment

Means personal computers, keyboards, monitors, printers, modems, facsimile machines, telecommunications equipment, photocopiers and other office equipment or furniture.

Contents

Means household goods, furniture, furnishings and other personal property in the **Home** all belonging to **You** or for which **You** are legally responsible.

Domestic Employee(s)

Means any person who carries out paid domestic duties for **You** within **Your Home** and /or its gardens, other than in connection with **Your** business.

Excess

Means the amount **You** must pay towards any claim.

Home

Means the Residential Park Home, Leisure Lodge or Static Caravan at the address shown in the schedule.

Insured/You/Your

Means the person or persons named in the schedule.

Motor Vehicles

Means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) electrically assisted pedal cycles with a rated output of 0.25 kilowatts or less or any other output limit stated in amendments to The Electrically Assisted Pedal Cycles Regulations 1983.
- (iv) a golf cart trolley or buggy controlled by someone on foot.
- (v) a toy or model controlled by someone on foot.

Personal belongings

Means personal items worn, used or carried about the person, including pedal cycles and sports equipment.

Personal money

Means current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, premium bonds, trading stamps, stamps for television licence, gas, electricity or other bills, luncheon vouchers, gift tokens, telephone cards, travel tickets and other season tickets all held for personal or charitable purposes.

The term **personal money** does not include money used for business purposes.

Precious Metals

Means articles made of platinum, gold or silver including plated items.

Territorial limits

Means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Unfurnished

Means not having adequate furniture and furnishings for normal living purposes.

Unoccupied

Means not lived in for 60 consecutive days by **You** or **Your Family** or any other person with **Your** permission.

Valuables

Means jewellery, **precious metals**, clocks, watches, furs, pictures, **works of art**, stamp, coin or medal collections.

The term **Valuables** does not include property owned or used for business or professional purposes.

Voluntary Excess

Means the first part of any claim which **You** must pay for which a discount from **Your** premium has been given. The amount of this **Excess** will be in addition to the amount of any **Excess** which already exists and will apply to each and every incident resulting in a claim. The amount of **Excess** for subsidence, heave or landslip will not be affected.

We/Us/Our

Means a consortium of insurers as detailed under the heading 'Identity of Insurers'.

Works of art

Means curios, objects d'art, sculptures, carvings, paintings, pictures and drawings.

Your Family

Means **Your** spouse, partner, civil partner, children (including placement of long term foster children) and any other member of your family permanently residing with **You**.

General Conditions

These apply to the whole Policy.

Policy terms

Where:

(i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and

(ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** cannot rely on the breach of such term to exclude, limit or discharge **Our** liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Reasonable care

a) Material property

You and Your Family must take all reasonable steps to prevent loss or damage to and maintain the property insured in good condition;

b) Liability

You and any other person to whom this insurance applies must take all reasonable steps to prevent loss, damage or accident.

Fraud

If You make a fraudulent claim under this Policy We shall not be liable to pay You any sums in respect of the fraudulent claim. We may recover from You any sums that We have already paid to You in respect of the fraudulent claim. We may by giving notice to You treat this Policy as terminated with effect from the date of Your fraudulent act.

Then

- We shall not pay the claim
- We shall not pay any other claim which has been or will be made under the Policy
- We may at Our option declare the Policy void
- We shall be entitled to recover from You the amount of any claim already paid under the Policy since the last renewal date
- We shall not make any return of premium
- We may inform the Police of the circumstances

Construction

Unless shown in the schedule the main building of the **Home** has been declared to be of either a Residential Park Home, Leisure Lodge or Static Caravan construction.

Claims

Your duties

When **You** find out about the possibility of a claim under this Policy:

- a) You or Your Family must:
 - tell **Us** or **Your** broker without unnecessary delay;
 - ii) if any property is stolen, lost or maliciously damaged notify the Police without delay;
 - iii) take all reasonable steps to recover any lost or stolen property;

Claims continued

- iv) forward to **Us** any letter, writ, summons or other legal document unanswered;
- v) provide at Your own expense all reports, certificates, plans, specifications, any other supporting documents, information and assistance which We may require to settle or resist any claim or to institute proceedings against another party.

b You or Your Family must not:

 make any admission, offer or promise of any payment or negotiate in any way without **Our** written consent

Our rights

We will be entitled to:

- i) enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to **Us**;
- ii) take over and conduct in **Your** name or the name of any member of **Your Family** the defence or settlement of any claim;
- iii) take legal action in **Your** name or the name of any member of **Your Family** for **Our** own benefit against any other member of **Your Family** in order to recover any payment **We** have made;
- iv) have full discretion in the conduct of any proceedings and in the settlement of any claim.

Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Limitation

We may at any time for a claim or series of claims for which **You** or **Your Family** are entitled to cover against **Your** legal liability pay **You**:

i) the limit of cover less any amount(s) already paid;

or

ii) any lesser amount for which such claim(s) can be settled;

After the payment has been made **We** will have no further responsibility in connection with the claims(s) except for costs and expenses incurred before the date of payment.

Other insurance

If there is any other insurance covering the same loss, damage or liability **We** will not pay:

i) more than **Our** rateable share under:

Section 1 – Buildings

Section 2 - Contents

Section 3 – Personal Possessions

ii) Liabilities unless the cover provided by those Policies is exhausted.

Cancelling the policy

(a) Your right to cancel in the cooling-off period

You have 14 days from receiving the Policy to write to the sender at admin@quotemonkey.co.uk confirming that You do not wish to continue. No charge will be made and any premium You have already paid will be refunded.

(b) Your right to cancel after the cooling-off period

If **You** do not cancel the Policy within the 14-day cooling-off period mentioned above, the Policy is in force and **You** are committed to pay the premium. However, **You** can still cancel the Policy providing **You** give **Us** notice in writing. As long as **You** have not made a claim **You** will receive a refund of the part of **Your** premium which covers the cancelled period. If **You** have made a claim then the full annual premium is due.

- (c) Our right to cancel
- (1) Non-payment of premium

(a) If You do not pay Your premium by instalments

Unless otherwise agreed with **Us**, **We** will not provide cover under this Policy unless **You** pay the premium by the due date. If **You** do not pay the premium by the due date, **We** will send notice of the outstanding premium to **You** and give **You** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale **We** have advised the Policy is cancelled from the outset.

(b) If you pay your premium by instalments

Unless otherwise agreed with **Us**, **We** will not provide cover under this Policy unless **You** pay

the first instalment of premium when requested. If the first instalment of premium is not received, the Policy is cancelled from the outset. If **You** pay the first instalment of premium but default on any subsequent instalments, **We** may cancel the Policy with effect from the date the first outstanding instalment was due by notifying You in writing. If Your instalment plan is provided by Us, We will send notice of any outstanding instalment to You and advise the date when We will represent **Our** payment request to the bank. This will not be less than 14 days from the date on which **Our** payment request was originally presented. We will not cancel the Policy for failure to pay the premium or any instalment of premium if such failure is due to error on **Our** part or on the part of **Your** broker, bank or building society.

(2) Other cancellation rights

In addition to **Our** rights under

(i) Non-payment of premium

above; and

- (ii) General Conditions, Fraud on page 11 We have the right to cancel Your Policy at any time by giving You at least fourteen days' notice in writing, sent by special delivery to Your last known address, where We have a valid reason for doing so. Our cancellation letter will set out the reason why We are cancelling Your Policy. Valid reasons for cancelling Your Policy may include but are not limited to:
 - (a) circumstances which are outside **Our** reasonable control, for example:
 - where the law requires that We cancel
 Your Policy
 - where the continuation of Your Policy would

result in **Us** breaching any applicable law or regulation that applies to **Your** Policy

(b) **You** receiving a criminal conviction which results in a custodial sentence.

If **We** cancel **Your** Policy for a valid reason in accordance with **Our** rights under (2) above and **You** do not pay **Your** premium by instalments, **We** will refund the part of **Your** premium which relates to the period remaining under **Your** Policy which has been cancelled by **Us**.

If **You** have made a claim under **Your** Policy, **We** will not refund any part of **Your** premium, and **You** will be required to pay **Us** any unpaid premium.

Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy.

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the Courts of England and Wales

Several Liability

Our liability is several and not joint and is limited solely to the extent of Our individual proportions as shown under Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or Co-Insurer who for any reason does not satisfy all or part of its obligations.

General Exclusions

These apply to the whole Policy. This Policy does not cover:

1 War and similar risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Radioactivity

Damage to any property or any resulting loss or expense or any indirect loss or any legal liability directly or indirectly caused by or contributed to be or arising from:

- i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

3 Sonic bangs

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

4 Agreements

Any liability arising from an agreement which would not have existed in the absence of that agreement except for damage as covered by Section 2 Extension N Tenants Liability.

5 Pollution

Loss including any loss of value, damage injury or liability occasioned by happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a period of cover provided by this Policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

6 Date recognition

Loss or damage or any expense, indirect loss or legal liability (other than to **Your Domestic Employees**) directly or indirectly caused by or contributed to be or arising from:

- i) the failure of the programming of a computer chip or computer software to recognise any date or to function correctly according to a true calendar date;
- ii) computer viruses; but this shall not exclude subsequent loss or damage or any expense, indirect loss or legal liability not otherwise excluded which itself results from the operation of an insured cause.

7 Wilful damage

Any wilful or malicious act by a person lawfully at or in the **Home**.

8 Terrorism

Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as a direct or indirect consequence of Act(s) of Terrorism.

For the purpose of this Exclusion Act(s) of Terrorism will mean loss, destruction or damage caused by, or contributed to by, or arising from the use or the threat of Use of any chemical, biological or bio-chemical weapon, or any nuclear device or radioactive substance by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

9 Riot and civil commotion

Any loss, damage or liability caused by or happening through riot or civil commotion outside the **Territorial limits**.

10 Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

11. Sanction Limitation and Exclusion

Any claim and/or provide any benefit under this Policy to the extent that the provision of such insurance and/or payment of such claim and/or provision of such benefit would expose **Us** and/or any member of **Our** group to any sanction and/or prohibition and/or restriction under United Nations resolutions and/or the trade and/or economic sanctions and/or laws and/or regulations of any country

12. Northern Ireland

Any claim under this Policy in respect of destruction or damage or consequential or inevitable loss for such damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly riot, civil commotion or strikes (Not applicable to Liability cover)

13. Pandemics

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by **you** or a third party) of whatsoever nature, directly or indirectly caused by contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronavirus; and
- b) Coronavirus disease (COVID 19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) orc) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Section 1 | Buildings

What is covered

The **Buildings** are insured against loss or damage by the following causes up to the sum insured shown in the schedule.

Causes

- 1) Fire, Smoke, lightning, explosion or earthquake;
- 2) Impact by:
- a) aircraft or other aerial devices or anything dropped from them;
- b) vehicles, trains or animals;
- c) falling television and/or radio aerials including satellite dishes, aerial fittings or masts;
- d) falling trees or branches.
- 3) Riot, civil commotion, strikes or labour disturbances.
- 4) Malicious persons or vandals.
- 5) Storm or flood.

What is NOT covered

The amount of the **Excess** shown in the schedule.

Loss or damage due to any gradually operating cause.

Damage to television and/or radio aerials (including satellite dishes), aerial fittings or masts

- Damage to falling satellite dishes, aerial fittings or masts themselves.
- The cost of removing fallen trees unless the **Buildings** have been damaged at the same time and damage caused by felling, lopping or topping.
- Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**.
- Loss or damage caused by **You** or **Your Family**.
- Damage caused by frost
- Damage to fences or gates.

- 6) Escape of water from the domestic water systems, heating installations, water mains or domestic appliances.
- 7) Escape of oil from any fixed domestic heating installations or oil filled electric radiators.
- 8) Theft or attempted theft
- 9) Subsidence or heave of the site on which the **Buildings** stand or landslip.

10) Accidental damage however caused.

What is NOT covered

Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**.

Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**.

Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**;

Loss or damage caused by You or Your Family

Loss or damage:

- to terraces, patios, drives, footpaths, swimming pools, tennis courts, car ports, walls, gates, fences and hedges unless the **Home** is damaged at the same time;
- caused by bedding down of new structures or settlement of made up ground;
- caused by coastal or river erosion;
- to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the **Home** are damaged at the same time;
- resulting from demolition or structural repair or alteration to the **Buildings**;
- resulting from defective design, faulty workmanship or the use of defective materials in the **Buildings**.
- Loss or damage excluded under any of the Causes;
- Costs of maintenance or normal redecoration;
- Loss or damage due to normal settling, cracking, shrinkage or expansion of the **Buildings** or any part of the site on which they stand, collapse resulting from errors in design, errors in processing, faulty workmanship, faulty materials or inherent defect in structure or design, mechanical or electrical breakdown, coastal or river erosion or settlement of made up ground;
- Loss or damage caused by wear and tear, deterioration, insect, vermin, mildew, wet or dry rot, woodworm, rust, corrosion,

What is covered What is NOT covered atmospheric conditions, frost, action of light or other gradually operating cause; • Loss or damage due to any process of cleaning, renovating, restoring, repairing, building or maintenance; • Loss or damage caused by chewing, scratching, tearing or fouling by **Your** domestic pets. • Loss or damage specifically covered elsewhere in this Policy. • Loss or damage whilst the **Home** is **Unoccupied** or **Unfurnished**.

Extensions

What is covered

This Section also insures You for:

A) Pipes and cables

Accidental damage for which You are legally responsible to drains, pipes, cables and underground tanks (including their relevant inspection covers) providing services to or extending from the Home to the public supply.

B) Glass and sanitary ware

Accidental damage to fixed glass including double glazing, sanitary fixtures and fittings, ceramic hobs and glass oven doors in the **Home**.

C) Plumbing installations

Damage caused by freezing to any internal domestic plumbing installations.

D) Rent and alternative accommodation

If **Your Home** cannot be lived in following damage

insured by this section, **We** will pay for the following:

- (i) The reasonable costs of **Your** necessary temporary accommodation.
- (ii) Rent including ground rent which **You** still have

to pay.

(iii) Loss of any rent You would have been paid.

We will pay these costs until **Your Home** is fit to live in.

E) During sale

While **You** are selling the **Home** during the period of insurance the purchaser will have the benefit of this Section during the period between exchange of contracts and completion of the sale.

What is NOT covered

• Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**.

• Loss or damage during removal or installation.

- Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**;
- Loss or damage due to rusting or corrosion.

• Any amount exceeding 20% of the **Buildings** sum insured shown in the schedule or any one incident of loss or damage.

• If otherwise insured by the purchaser.

F) Additional expenses

The reasonable costs necessarily incurred following loss or damage to reinstate the **Buildings** insured for:

- i) architects, surveyors, consulting engineers fees;
- ii) debris removal, dismantling, demolishing, shoring or propping up or boarding up any part of the **Buildings** destroyed or damaged; iii) additional costs incurred to comply with Government or Local Authority requirements.

G) Trace and Access

In the event that water or oil escapes from the **Home** heating or water system, **We** will pay the cost of removing and replacing part of the **Home** or other permanent structure necessary to repair the water or heating system.

H) Theft of Keys

If the keys of:

- i) the external doors of the Home;
- ii) any alarm systems or domestic safe fitted in the **Home**; are stolen **We** will pay the cost of replacing the locks or the lock mechanism.

We will insure You for up to £2,000,000 (or any

alternative limit shown in **Your** schedule)

I) Property Owners Liability

against Your legal liability as owner of the buildings, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which We have agreed to in writing in advance. We will provide this cover for liability arising from accidental bodily injury including death, disease or illness, or Accidental damage to property, arising from: (i) **You** owning the **Home** and its land, or (ii) any Home You used to own, which has been sold, but which You have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

What is NOT covered

- Expenses incurred in preparing any claim;
- Any costs incurred for complying with any requirements notified before the loss or damage occurred.

- Any amount exceeding £5,000 in any one period of insurance;
- •Loss or damage to the water or heating system.
- Any amount exceeding £750 for any one incident of loss or damage.

Liability arising from the following:

- Loss of or damage to property belonging to, held in trust or controlled by You.
- (ii) Any profession, business or employment involving **You** or any member of **Your Family**.
- (iii) Injury (including death, disease or illness) to **You** or any person employed by **You**.
- (iv) **You** owning or using lifts and motor vehicles.
- (v) Any agreement **You** have made, unless **You** would have been liable even without the agreement.
- (vi) Any deliberate, wilful or malicious act.
- (vii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Specific Conditions

Sum Insured

The sum insured for **Buildings** shown in the schedule represents and will always be maintained by **You** to represent not less than the *full rebuilding cost* of the **Buildings**. *Full rebuilding cost* means the full cost of rebuilding all the **Buildings** in the same form size style and condition as when new including the cost of complying with Local Authority and other statutory requirements fees and associated costs.

Claims settlement

We will pay the cost of either repairing or reinstating as new the damaged part of the buildings as long as

- (i) the **Buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If any of (i) and (ii) above are not met we will reduce the amount we will pay to take into account wear, tear and loss of value.

Under this section we will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **Buildings**, supporting the **Buildings**, removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the damage.

We will not pay for the cost of preparing a claim.

The most we will pay for any claim under this insurance is the cost of rebuilding or repairing the **Buildings** or the sum insured on **Buildings** whichever is less.

The sum insured will not be reduced after We pay a claim. If at the time of any damage the full cost of rebuilding your **Home** is greater than the limit of liability or sum insured, the amount payable by **Us** in settlement of **Your** claim will be reduced in proportion to the amount of underinsurance.

Matching sets and suites

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. **We** will only pay **You** for individual damaged items and not undamaged companion pieces.

Section 2 | Contents

What is covered

The **Contents** are insured against loss or damage by the following causes up to the sum insured shown in the schedule while they are in the **Home**:

Causes

- 1) a) Fire, Smoke, lightning, explosion or earthquake;
- 2) Impact by:
- a) aircraft or other aerial devices or anything dropped from them;
- b) vehicles, trains or animals;
- c) falling television and/or radio aerials (including satellite dishes), aerial fittings or masts;
- d) falling trees or branches.
- 3) Riot, civil commotion, strikes or labour disturbances.
- 4) Malicious persons or vandals
- 5) Storm or flood
- 6) Escape of water from the domestic water systems, heating installations, water mains or domestic appliances.

- Property more specifically insured;
- Property held for any professional or business purposes;
- Motor Vehicles, watercraft (other than hand or foot propelled craft, sailboards or surfboards), caravans, hovercraft or aircraft or their respective accessories while attached;
- Livestock and pets;
- Securities and documents of any kind.
- The amount of the **Excess** shown in the schedule.
- Loss or damage due to any gradually operating cause.
- Damage by domestic pets.
- Damage to falling television and/or radio aerials (including satellite dishes), aerial fittings or masts.
- The cost of removing the trees unless the **Buildings** and **Contents** have been damaged at the same time and damage caused by felling, lopping or topping.
- Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**;
- Loss or damage caused by You or Your Family.
- Damage caused by frost;
- Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**.

What is covered	What is NOT covered
7) Escape of oil from any fixed domestic heating installations or oil filled electric radiators.	Loss or damage while the Home is Unfurnished or Unoccupied .
8) Theft or attempted theft.	 Loss by deception unless deception is only used to gain entry to the Home;
	• Loss or damage occurring while the Home or any part is lent or let, occupied by paying guests or directly communicates with any part used for business purposes <i>unless</i> involving forcible and violent entry to or exit from the Home ;
	Loss or damage while the Home is Unfurnished or Unoccupied ;
	• Loss or damage caused by You or Your Family .
9) Subsidence or heave of the site on which the Buildings stand or landslip	Loss or damage caused by coastal or river erosion;
10) Accidental damage however caused.	 Loss or damage while the Home is Unfurnished or Unoccupied;
	 Mechanical, electrical or computer breakdown, computer viruses, failure or derangement;
	Any process of cleaning, dyeing, repairing, restoring or maintenance.
	 Wear and tear, deterioration, mildew, insect, vermin, atmospheric conditions, action of light or any other gradually operating cause;
	Chewing, scratching, tearing or fouling by domestic pets;
	Damage to:
	i) Personal belongings and Personal money
	ii) Food, drink or plants

Extensions

What is covered

This Section also insures You for:

A) Valuables and Works of art

Loss or damage by any of the causes to Valuables, Works of art belonging to or the responsibility of You or Your Family while in the Home.

B) Personal money

Loss or damage by any of the causes to **Personal money** belonging to **You** and **Your Family** while in the **Home**.

C) Theft of keys

If the keys to the locks of:

- i) the external doors of the **Home**;
- ii) any alarm systems or domestic safe fitted in the **Home**

are stolen **We** will pay the cost of replacing the locks or the lock mechanism.

D) Contents in the open

Loss or damage by any of the causes to

Contents while in the open within the
boundaries of the land belonging to the Home

E) Temporary accommodation

- (i) If Your Home cannot be lived in following loss or damage by any of the causes, We will pay the reasonable cost for Your temporary accommodation (including the cost of temporarily storing Your furniture and the cost of putting Your dogs or cats in kennels) until Your Home is fit to live in
- (ii) (a) If a local authority prevents **You** from living in **Your Home** as a result of an emergency evacuation
- (b) If **Your Home** cannot be lived in due to a neighbouring property being damaged by any of the causes **We** will pay the reasonable cost of **Your** necessary alternative accommodation for up to 30 days.

- Any one item or collection with a value exceeding 5% of the **Contents** sum insured shown in the schedule unless specified on the schedule.
- Any amount exceeding 20% of the **Contents** sum insured shown in the schedule.
- Any amount exceeding £1,000 for any one incident of loss or damage.
- Any amount exceeding £750 for any one incident of loss or damage
- Any amount exceeding £2,500 for any one incident of loss or damage
- Any amount exceeding 20% of the **Contents** sum insured shown in the schedule or any incident of loss or damage.

F) Oil, gas and water

Loss of oil, gas or metered water from the water or heating system in **Your Home** after loss or damage to that system by any of the causes.

G) Documents

Loss or damage by any of the causes to deeds, bonds, securities or similar private documents while in the **Home** or lodged with **Your** building society, bank or solicitor but only for their value as stationery and the cost of clerical labour in writing up.

H) Fatal injury

Following injury to **You** or **Your** spouse/civil partner by fire or assault by thieves in the **Home** which proves to be fatal within 12 months of such injury.

I) Deep freezer contents

Spoilage of food in a domestic deep freezer in the **Home** caused by:

- i) a rise or fall in temperature as a result of accidental breakdown;
- ii) accidental escape of refrigerant or refrigerant fumes;
- iii) accidental failure of the supply of electricity.

- Any amount exceeding £2,500 for any one incident of loss or damage;
- Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**.
- Any amount exceeding £1,000 for any one incident of loss or damage;
- Negotiable securities or bonds.
- Any amount exceeding £5,000 for any one incident of loss or damage.
- Any deliberate act or neglect by You or Your Family;
- Loss or damage caused by **Your** failure to pay for the electricity or gas supply;
- Failure of the supply of electricity as a direct or indirect consequence of a deliberate act including strike action by the supply authority or their employees.

J) Electrical equipment

Accidental damage to:

- (i) satellite dishes, security equipment, televisions, radios and their aerials, fittings or masts, audio and video equipment, personal computers and **Business Equipment**.
- (ii) Up to £1,000 for replacement on a retail basis of records, films, tapes, cassettes, discs, cartridges, software or legally downloaded audio or visual material that are lost or damaged as a result of (i) above.

What is NOT covered

- Articles designed to be portable;
- Wear and tear or other gradually operating cause, electrical or computer defect, leakage, cut out or mechanical derangement, breakdown or fault;
- Damage caused by computer viruses, cleaning, repair or use contrary to makers' instructions and during removal or installation;
- Loss or damage while the **Home** is **Unfurnished** or **Unoccupied**;
- Any amount exceeding £2,500 for any one incident of loss or damage;

K) Mirrors and glass

Accidental breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs and glass doors to ovens in the **Home.**

- Loss or damage during removal or installation;
- Loss or damage while the Home is Unfurnished or Unoccupied;

L) Contents temporarily removed

Loss or damage by any of the causes to **Contents** while temporarily removed;

- i) to any bank or safe deposit or in any occupied residence or building where **You** or **Your Family** are residing, employed or carrying on business in the **Territorial limits**;
- ii) elsewhere in the **Territorial limits** (or in transit in those territories).

M) Household removal

Accidental damage to Contents while in direct transit from the Home for permanent removal to another within the Territorial limits carried out by professional removal contractors including loading and unloading and while temporarily kept on the removal vehicle overnight during transit.

N) Tenant's liability

We will insure **You** against Your legal liability as tenant (not owner) of **Your Home** for damage to the buildings and landlords' contents for which **You** are responsible by any of the causes.

O) Occupier's and personal liability

Subject to the limits of indemnity stated below, We will indemnify You in respect of any one accident or series of accidents arising out of or attributable to one event including all costs and expenses which We have agreed to in writing against Your legal liability for: accidental death, bodily injury or disease of any person, or Accidental damage to property; happening in the territorial limits arising

- (i) solely from **Your** occupation (not as an owner) of the buildings and its land or any other building or caravan or boat hired or borrowed and used by **You** as temporary accommodation,
- (ii) solely in a personal capacity (not as occupier or owner of any building or land),

What is NOT covered

- Any amount exceeding 20% of the **Contents** sum insured shown in the schedule;
- Loss or damage by storm, flood, malicious persons or vandals to property not in a building;
- Loss or damage by theft *unless* involving forcible and violent entry to or exit from a building;
- Loss or damage while removed for sale, exhibition or to a furniture depository;
- Breakage of glass, china, earthenware or similar brittle articles unless packed by professional packers;
- Denting, bruising or scratching of furniture.

• Any amount exceeding 20% of the **Contents** sum insured shown in the schedule for any one incident of loss or damage.

Liability arising from the following:

- (i) Your owning (not occupying) any land or building.
- (ii) Loss of or damage to property belonging to or held in trust by or controlled by **You** unless **You** have hired or borrowed the property for temporary accommodation within the **Territorial limits.**
- (iii) Any profession, business or employment involving **You** or any member of **Your Family**.
- (iv) Injury (including death, disease or illness) to **You**.
- (v) Your owning or using Motor vehicles, lifts, caravans (other than caravans hired or borrowed and used by You as temporary accommodation) or any craft designed to travel in on or through

- (vi) water air or space (other than nonmechanically propelled waterborne craft of five metres or less in length whilst operated on inland waterways or within three miles of the coast).
- (vii) Any vehicle which must be Insured under the Road Traffic Act.
- (viii) The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.
- (ix) Any agreement **You** have made unless **You** would have been liable even without the agreement.
- (x) Loss of or damage to property, or injury, death, disease or illness of or to any person caused by a dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.I.21).
- (xi) Any deliberate, wilful or malicious
- (xii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

P) Garden cover

Loss of or damage to plants, lawns, bushes, shrubs and trees in the garden of the **Home**:
a) as a result of fire, explosion, lightning, smoke, malicious persons or vandals and impact.
b) as a result of theft or attempted theft.

- Any amount exceeding £750 for any one incident of loss or damage;
- Loss or damage by birds, animals, insects or frost:
- Loss or damage while the Home is Unfurnished or Unoccupied

What is NOT covered

What is covered

Q) Christmas and Wedding gifts

The **Contents** sum insured is automatically increased by 10% for the month of December each year to cover presents bought over the Christmas season and during the period of one month before and one month after the Wedding day of **You** or **Your Family** to cover Wedding presents bought for that occasion.

R) Business Contents

Loss or damage to **Business Equipment** by any of the causes while in the **Home**.

S) Accidents to Domestic Employees

We will pay all amounts You become legally liable to pay, including costs and expenses which We have agreed in writing, for accidental bodily injury to Domestic Employees happening during the period of insurance in connection with incidents arising at the Home.

We will pay up to £10,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **We** have agreed in writing.

• Any amount exceeding 10% of the **Contents** sum insured.

- Any amount exceeding £10,000 for any one incident of loss or damage;
- Loss or damage resulting from an error in computer programming or instruction to **Your** laptop or computer.

Bodily injury arising directly or indirectly:

- From any communicable disease or condition,
- From the ownership or occupation of any land or Buildings other than the Home,
- Where **You** are entitled to cover from another source,
- From any trade or business activity,
- From **You** owning or using any
 - a. Power-operated lift,
 - b. Mechanically-propelled vehicle or horsedrawn vehicle (other than domestic garden equipment not licensed for road Use),
 - c. Aircraft, hovercraft or watercraft (other than rowing boards or canoes),
 - d. Touring caravan or trailer,
 - e. Animals other than Your pets,
 - f. Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991
- From firearms (excepts shotguns used for sporting purposes)
- The direct or indirect consequences of assault or alleged assault,
- Any deliberate, wilful or malicious act.

Specific Conditions

Sum Insured

The sum insured for **Contents** shown in the schedule represents and will at all times be maintained by **You** to represent not less than the full cost of replacing the property insured as new without deduction for wear and tear or depreciation other than for household linen and clothing.

Claims settlement

Following loss or damage to the **Contents** by any insured cause **We** will at **Our** option:

- a) replace the lost or damaged item(s) as new; or
- b) pay the cost of replacement of the lost or damaged item(s) as new; or
- c) repair the damaged item(s); or
- d) pay the cost of repair of the damaged item(s); or
- e) make a cash payment, but this will not be more than the cost **We** could have repaired or replaced the item(s) by using **Our** own suppliers.

Except that:

- i) for items of household linen or clothing over 2 years old, or any items not repaired or replaced, **We** will at **Our** option deduct an amount for Wear, tear or depreciation from any payment **We** make.
- ii) if the sum insured is less than the total cost of replacing the **Contents** as new, **We** will at **Our** option reduce proportionately any payment **We** make.
- iii) in respect of pedal cycles **We** will not pay more than £1,000 per pedal cycle.

The sum insured will not be reduced by the amount of any claim payment.

Matching sets and suites

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. **We** will only pay **You** for individual damaged items and not undamaged companion pieces.

Limitation of loss from outbuildings

The maximum amount that **We** will pay following loss or damage by any insured cause to **Contents** in sheds, greenhouses and detached summer houses and outbuildings (not garages) is limited to £2,500 for any one incident of loss or damage.

Section 3 | Personal Possessions

What is covered

Accidental loss of damage to Personal Belongings, Personal Money, Valuables and clothing owned by You or for which You are legally responsible anywhere in the Territorial Limits up to the value of the property lost or damaged or where an individual item has been specifically mentioned in the schedule, the sum insured for that item.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

- (i) The amount of any **Excess** shown in **Your** schedule.
- (ii) Pedal cycles while racing.
- (iii) Theft of unattended pedal cycles away from the **Home** unless they are securely locked to a permanent fixture.
- (iv) Musical instruments used for semiprofessional or professional purposes.
- (v) Credit cards and other payment cards.
- (vi) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- (vii) Loss of or damage to records, films, tapes, cassettes, discs, software or cartridges except for their value as unused material (unless they were pre-recorded in which case **We** will pay the maker's current listed price).
- (viii) **Personal Money** by shortages due to error, omission or depreciation in value and where any loss is not reported to the Police as soon as possible after discovery ix) property used for any professional or business purposes

Specific Conditions

Claims settlement

Following loss or damage to Personal Possessions **We** will at **Our** option: a) replace the lost or damaged item(s) as new; or

- b) pay the cost of replacement of the lost or damaged item(s) as new; or
- c) repair the damaged item(s); or
- d) pay the cost of repair of the damaged item(s);or
- e) make a cash payment, but this will not be more than the cost **We** could have repaired or replaced the item(s) by using **Our** own suppliers.

Except that:

- i) for items of clothing over 2 years old, pedal cycles over 5 years old, or any items not repaired or replaced, **We** will at **Our** option deduct an amount for wear, tear or depreciation from any payment **We** make.
- ii) if the sum insured is less than the total cost of replacing the **Contents** as new, **We** will at **Our** option reduce proportionately any payment **We** make.

In respect of pedal cycles **We** will not pay more than £1,000 per pedal cycle whilst anywhere in the **Territorial Limits** and up to 90 days in any one period of insurance, elsewhere in the world.

The sum insured will not be reduced by the amount of any claim payment.

Proof of value

In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation or other such proof if not already held by **Us** to be produced by **You** before any payment can be made.

Limitation of loss from motor vehicle

The maximum **We** will pay following loss or damage arising out of any one occurrence in respect of property left in an unattended motor vehicle is limited to £1,000.

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